**Consultation paper**

**regarding draft interconnection agreement for**

**Connection Point Výrava**

GAZ-SYSTEM S.A. and eustream, as (hereinafter – GAZ-SYSTEM and EUS respectively) intend to conclude an interconnection agreement. According to art. 4 (2) of the Commission Regulation (EU) 2015/703 of 30 April 2015 establishing a network code on interoperability and data exchange rules, both TSO’s shall invite the network users to comment on the proposed text of:

1. rules for the matching process,
2. rules for the allocation of gas quantities,
3. communication procedures in case of exceptional events.

This consultation will run from **30th July 2021 until 30th September 2021**. GAZ-SYSTEM and EUS will evaluate the comments received during the consultation, and, if necessary, adjust the text of interconnection agreement.

GAZ-SYSTEM and EUS are planning to offer the gas transport services at IP Výrava.

All market participants are invited to submit their comments and questions by sending them to the e-mail address: instrukcja@gaz-system.pl and transmission@eustream.sk.

Below you can find the content of interconnection agreement in the wording in which the TSO’s intend to conclude the interconnection agreement with regard to the abovementioned rules:

# Definitions

“Allocation”

Shall mean attribution of the energy quantities among individual Shippers as an input or off-take to/from transmission system (at IP Výrava will be equal to the last Confirmed Quantities).

“Confirmed Quantity”

Shall mean the quantity of Gas confirmed as scheduled to flow commercially on a Gas Day at the IP Výrava, taking into account the quantity of Gas nominated at both sides of at IP Výrava and as the result of the Matching Process (expressed in energy units kWh/h).

“DELORD”

Shall mean Edig@s message used in Matching Process which contains the Processed Quantities divided according to Shipper pairs.

“DELRES”

Shall mean Edig@s message used in Matching Process which contains the Processed Quantities divided according to Shipper pairs and the Confirmed Quantities divided according to Shipper pairs.

“Initiating TSO”

Shall mean the TSO initiating the Matching Process by sending the necessary data to the Matching TSO.

“Matching Process”

Shall mean the process of comparing and aligning Processed Quantities of gas for Shippers at both sides of IP Výrava, which results in Confirmed Quantities for the Shippers.

“Matching TSO”

Shall mean the TSO performing the Matching Process and sending the result of the Matching Process to the Initiating TSO.

“Nomination”

Shall mean the notification from the Shipper to the operator regarding the quantity of Natural Gas which the Shipper intends to deliver to/ offtake from the transmission system at the IP Výrava for the respective Gas Day. Nomination means either Single-sided or Double-sided Nomination.

“Processed Quantity”

Shall mean the quantity of Gas (expressed in energy units kWh/h) determined by the Initiating TSO and by the Matching TSO, which takes into account the Shipper's nomination or re-nomination with contractual provisions as defined under the relevant transport contract and which are used as the basis for the Matching Process.

“Re-nomination”

Shall mean change of the previous nomination.

“Shipper Code”

Shall mean a distinctive alphanumeric identifier used to identify the Shipper.

# Matching Process

* 1. The Parties agree to allocate the roles regarding the Matching Process for IP Výrava regardless of flow direction as follows:
		+ - Matching TSO: EUS,
			- Initiating TSO: GAZ-SYSTEM.
	2. The exchange of information related to the Matching Process at IP Výrava shall take place in accordance with the Edig@s format.
	3. The Parties agree that the Edig@s messages shall be exchanged using the AS4 protocol. The alternative back-up solution shall be the exchange of Edig@s messages as email attachments.
	4. GAZ-SYSTEM shall send DELORD with Processed Quantities not later than 14:45 hours the day before, and EUS shall send DELRES with Confirmed Quantities within three-quarters of an hour.
	5. In case of re-nominations GAZ-SYSTEM shall send to EUS DELORD not later than H0+45min (with the re-nominations becoming effective not before H0+2h), where H0 means a full hour (from 16:00, D-1 to 03:00, day D), when the re-nomination is received. EUS shall send DELRES not later than H0+1h30min as a response to each DELORD received from GAZ-SYSTEM or in reaction of any change of the Confirmed Quantity.
	6. If there is no new re-nomination, no additional DELORD should be sent.
	7. All Shipper pairs are sent every time a new matching is initiated by GAZ-SYSTEM in case of re-nominations.
	8. In the event that GAZ-SYSTEM does not send DELORD, EUS shall call GAZ-SYSTEM to clarify the problem. If the problem cannot be solved the last Confirmed Quantities from previous matching cycle, regarding each of the Shipper Code pair, will be considered as Processed Quantities in GAZ-SYSTEM’s DELORD for Matching purposes in this Renomination cycle. Following the Matching Process, EUS issues DELRES to GAZ-SYSTEM. If no DELORD was issued by GAZ-SYSTEM for a given Gas Day, 0 (zero) quantities will be considered as Processed Quantities in GAZ-SYSTEM’s DELORD.
	9. If the Parties identify any differences in the Processed Quantities in their respective systems for IP Výrava, the “lesser rule” shall apply, i.e. the Confirmed Quantity for a given Shipper Code pair will be equal to the lower of the two Processed Quantities. In case of different direction of the Processed Quantities for a given Shipper Code pair, the Confirmed Quantity for this Shipper Code pair (as a result of a “lesser rule”) is equal to zero (0). In case the Shipper Code pair provided in DELORD is not valid in the system of EUS, the Confirmed Quantity for this Shipper Code pair as a result of a “lesser rule” is equal to zero (0).
	10. In the event there is no possibility of transmitting the data concerning the Matching Process using the Edig@s format and using AS4 communication protocol, such information shall be sent by electronic mail or other means.

# Allocation rules

* 1. The Parties agreed that the allocated quantities are equal to Confirmed Quantities.

# Communication procedures in case of exceptional events

* 1. In the event of an Exceptional Event occurring in the territory of either Party and if this may affect the flow of Gas through the IP Výrava, the relevant dispatching center is obliged to notify the other Party by phone as soon as possible, taking into account higher-priority safety-driven actions. The notification shall contain the following information:
		1. The character and the cause of the Exceptional Event;
		2. The impact on the volume of Gas to be transported through IP Výrava and the expected pressure level;
		3. The possible impact on the Confirmed Quantities for Shippers active at IP Výrava;
		4. The expected duration of the Exceptional Event, including the estimated time of its removal.
	2. The information (under 4.1) shall be subsequently confirmed in writing by e-mail, in accordance with an agreed form.
	3. Furthermore, the Parties shall as soon as possible inform each other by phone of:
		1. Any change in the agreed or carried out maintenance works,
		2. Completion dates for maintenance works and contingency situations in the transmission system of either Party, which resulted in the restriction of transmission capacity through the IP Výrava,
		3. Any connections along cross-border pipeline sections that may affect the transmission of Gas through the IP Výrava,
		4. Any significant change in the quality parameters of the Natural Gas flowing towards the IP Výrava.
	4. The information (under 4.3) shall be subsequently confirmed in writing.
	5. The dispatching centres shall inform each other on the progress of the ongoing maintenance works and steps taken in order to remove a failure, emergency or contingency situation at least every four hours, or more frequently in exceptional situations on request of the other Party.
	6. In cases of Exceptional Events, the Parties shall at least perform an oral communication in English for information, followed by an electronic written confirmation and coordinate the necessary actions to minimise the impact of such event on the Shippers.
	7. The Party affected by an Exceptional Event shall be required, as a minimum, to inform its Shippers with respect to the information described in point b) and c) below if there is a potential impact on their Confirmed Quantities and the adjacent TSO with respect to point a) and c) of this clause of the occurrence of such Exceptional Event and to provide all necessary information about:
1. The possible impact on the quantities and quality of the Gas that can be transported through the IP Výrava,
2. The possible impact on the Confirmed Quantities for Shippers active at the IP Výrava,
3. The expected and actual end of the Exceptional Event.
	1. Any communication in cases of Exceptional Events applies without prejudice to the provisions set forth under Regulation (EC) No 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency and to its implementing acts.
	2. In case of an Exceptional Event at either the IP Výrava or elsewhere on one of the Parties transmission systems, the Parties shall collaborate upon request by the other Party on a reasonable endeavours basis allowing deviations (upwards/downwards) from the agreed flow schedule. In case of an Exceptional Event, where the Parties are not able to apply the Matching Process, they shall contact each other in the most appropriate way with a request for an immediate action to minimize the consequences of this Exceptional Event. The quantities to be allocated to the relevant Shippers for the period of time during which the Exceptional Event occurred, shall be defined ex-post and in mutual agreement between the Parties and in such a way that all relevant Shippers of all Parties shall be treated equally.